

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS

DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FILED

2022 AUG -5 PM 4:05

ORIGINAL

DEPUTY CLERK MS

Mae Rushing  
Plaintiff

3 - 22 CV 1704 - G

v.

Civil Action No.

Exeter Finance E  
Defendant

COMPLAINT

On March 4th 2020, I entered into a consumer credit transaction with Exeter Finance. I was not aware of the violations in my car contract until I took a look over it in May 2022. I notified Exeter Finance of all the violation under the Truth In Lending Act on 05/26/2022 certified mail. The finance charge is the sum of all charges and I put that in the letter that was sent to Exeter Finance. I was not clearly and conspicuously told of my right of rescission with this consumer credit transaction. I exercised my right of rescission on 06/26/2022 as well. I notified Exeter Finance that when doing a right of rescission all money is supposed to be returned within 20 days of notice. Exeter Finance responded and said I would still be held liable for the contract. I would like Exeter Finance to return all money paid, pay me for all violations under the Truth In Lending Act, grant me my title lien free, all violations I sent to them under the Fair Debt Collection Practices Act as well as \$10,000 of emotional damages and update any negative credit reporting.

\* Attach additional pages as needed.

Date August 5<sup>th</sup> 2022

Signature Mae Rushing

Print Name Mae Rushing

Address 12500 Merit Dr Apt 6316

City, State, Zip Dallas Texas 75251

Telephone 682-337-1143

## Right to Rescind

05/16/2022

Mae Rushing

12500 Merit Dr Apt 6316

Dallas TX 75251

Hudiburg Chevrolet

6000 Tinker Diagonal

Midwest City, OK

73110

RE: Right of Rescission

Dear Hudiburg Chevrolet

I, Mae Rushing, Original Creditor and Natural Woman hereby rescind my consent to be liable to perform on this contract agreement I entered with Hudiburg Chevrolet on 03/04/2020.

I entered into this contract agreement with Hudiburg Chevrolet without 1). Full disclosure of my right to rescind. 2).

Transparency regarding the process of the consumer credit application being a financial asset. (12 CFR 3606) (2).)

as well as self-liquidating paper (17 CFR 260.116-6)). I have reason to believe that Hudiburg Chevrolet willingly and knowingly took advantage of me and my consumer credit.

I am not terminating or canceling this contract. I am deducting my liability to pay on behalf of the obligor and I have found several violations and fraud. Notice that Pursuant to Title 15 U.S. Code 1635(b) upon receipt of this rescission I am not liable for any finance charge, security interest, etc. becomes void effective immediately.

Pursuant to 15 U.S. Code 1692h debt collectors may not apply such payments which is disputed by consumer and I am as why for all payments to be returned

Payment Reimbursement shall be made by check payable to:

Mat Rushing

12500 Merit Dr Apt 6316

Dallas TX 75251

Affidavit Right To Rescind  
05/16/2022

Mae Rushing  
12500 Merit Dr Apt 6316  
Dallas Texas 75251

Hudiburg Chevrolet  
6000 Tinker Diagonal  
Midwest City, OK  
73110

RE: Affidavit of Truth

This Rescission notice is made Pursuant to CFPB 1026.23 Right of Rescission as I was never told that I had 3 days to rescind the agreement nor was I given the notices that come along with all consumer credit transactions.

Furthermore, you, Hudiburg Chevrolet, failed to clearly & conspicuously disclose my right to rescind.

I, Mae Rushing, participated in a consumer credit transaction and not a loan Pursuant to Title 15 U.S. Code § 1602(i):

Take further notice that Pursuant to Title 15 U.S. Code § 1605, the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges which was never disclosed to me by your organization in direct violation of this law;

Pursuant to Title 15 U.S. Code § 1611(1)(3), you can be fined up to \$5000.00 for giving false, inaccurate information and failure to provide information which is required to disclose and in this case you, Hudiburg Chevrolet, willfully did when you failed to disclose and provide all information clearly to me as a consumer.

Notice that Pursuant to Title 15 U.S. Code § 1635(b), upon receipt of this rescission I am not liable for any finance charge, security interest, etc. becomes void effective immediately.

Take further notice that 20 days after your receipt of this notice you have to return any money or property given and also terminate and reflect that termination of the security interest placed on the property which in this case is a 2017 Jeep Cherokee VIN# 1C4PJLCB7HW586294



Your failure to comply with this rescission will result in a civil liability for fraud Pursuant to Title 15 U.S. Code § 1640

This Affidavit of Truth is dated on the 16th of May in the year 2022

Rushing- Mac- Mickel C'gn

Without Prejudice, All Natural Inalienable Rights Reserved

Seal

Jurat

State of Texas

Count of Dallas

Subscribed and sworn before me this 23 day of May, A.D. 2022

WITNESS my hand and official seal

Signature of Notary Public Heather Hernandez



Regards  
Pushing Mac Mikel Ligno  
Without prejudice, all natural materials remain  
revised

# RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

DEAL# 181727  
CUST# 232611

Buyer Name and Address (Including County and Zip Code) <b>BILLY N RUSHING</b> <b>PO BOX 682</b> <b>WYNNEWOOD OK 73098</b> <b>GARVIN</b>	Co-Buyer Name and Address (Including County and Zip Code) <b>MAE RUSHING</b> <b>1000 NW 105TH ST APPT 217</b> <b>OKC OK 73114</b> <b>OKLAHOMA</b>	Seller Creditor (Name and Address) <b>HUDIBURG CHEVROLET</b> <b>6000 TINKER DIAGONAL</b> <b>MIDWEST CITY, OK 73110</b>
--	--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2017	JEEP Cherokee	88646	1C4PJLCB7HW586294	<input type="checkbox"/> Personal, family, or household use <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> _____

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ _____ 0.00 is
20.12 %	\$ 10421.76	\$ 14010.00	\$ 24431.76	\$ 24431.76

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. Any insurer issuing VSI insurance waives its rights to subrogation against the buyer.

## Your Payment Schedule Will Be:

(e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	339.33	Monthly beginning 04/18/2020
N/A	N/A	N/A

Or As Follows:

N/A

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 25.00 or 5 % of the part of the payment that is late, whichever is greater.

**Prepayment.** If you pay early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X Billy N Rushing Co-Buyer Signs X Mae Rushing

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Billy N Rushing Co-Buyer Signs X Mae Rushing  
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
See the rest of this contract for other important agreements.

74502\*1\*CHEV-FI

03/04/2020 06:25 pm

Buyer Signs X Billy N Rushing Co-Buyer Signs X Mae Rushing

LAW 553-OK-ARB-eps 7/19 v1 Page 1 of 5



## ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ N/A sales/excise tax) \$ 12900.00 (1)

2 Total Downpayment -  
Trade-In N/A  
(Year) (Make) (Model)  
Gross Trade-In Allowance \$ N/A  
Less Pay Off Made By Seller \$ N/A  
Equals Net Trade In \$ N/A  
+ Cash \$ N/A  
+ Other N/A \$ N/A  
+ Other N/A \$ N/A  
+ Other N/A \$ N/A  
(If total downpayment is negative, enter "0" and see 41 below)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 0.00 (2)

4 Other Charges Including Amounts Paid to Others on Your Behalf  
(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies  
Life \$ N/A  
Disability \$ N/A

B Vendor's Single Interest Insurance Paid to Insurance Company \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Optional Gap Contract \$ 625.00

E Official Fees Paid to Government Agencies  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A

F Government Taxes Not Included in Cash Price \$ N/A

G Government License and/or Registration Fees \$ 10.00

FILING / LIEN \$ N/A

H Government Certificate of Title Fees \$ N/A

I Other Charges (Seller must identify who is paid and describe purpose.)  
to N/A for Prior Credit or Lease Balance \$ 0.00  
to HUDIBURG CHEVROLET for DOCUMENTATION FEE \$ 475.00  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
to N/A for N/A \$ N/A  
Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1110.00 (4)

5 Amount Financed (3 + 4) \$ 14010.00 (5)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before  
N/A, Year N/A. SELLER'S INITIALS N/A

## NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. NSD Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X Billy & Ashley meu baslin  
Returned Check Charge: You agree to pay a charge of \$ 25.00 if any check you give us is dishonored.

Buyer Signs X Billy & Ashley Co-Buyer Signs X meu baslin

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked on page 1 of this contract.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

## Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

## Other Optional Insurance

☐ N/A N/A  
Type of Insurance Term

Premium \$ N/A  
Insurance Company Name

N/A  
Home Office Address

☐ N/A N/A  
Type of Insurance Term

Premium \$ N/A  
Insurance Company Name

N/A  
Home Office Address

N/A  
Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

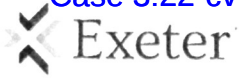
I want the insurance checked above.

X N/A N/A  
Buyer Signature Date

X N/A N/A  
Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHER WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS





June 13, 2022

Mae Rushing  
1250 Merit Drive Apt # 6316  
Dallas, Texas 75251

Re: Fraudulent Documents  
Account Number: 1982330

Mae Rushing:

Exeter Finance LLC ("Exeter") does not accept the documents you sent, purporting to release your contractual responsibility regarding the 2017 Jeep Cherokee, VIN# 1C4PJLCB7HW566294 ("Vehicle") and account for which it stands as collateral security ("Account"). You will remain liable to Exeter under the Retail Installment Sale Contract- Simple Finance Charge signed with Hudiburg Chevrolet, assigned to Exeter ("Contract"), which remains intact until the Account is paid in full. Please note that falsely alleging that the Account is paid in full, when, in fact it is not, constitutes fraud.

Exeter hereby demands that you stop sending any further fraudulent documents or references to same in future communications. Should you fail to adhere to our request related to the fraudulent documents, be advised that Exeter will consider all rights and remedies available under applicable law, including without limitation the right to institute appropriate legal proceedings.

Included with this response is a copy of your executed Contract and a Statement of Account, showing all account activity through May 30, 2022. Exeter considers both documents to be a validation of debt, no additional documents will be provided.

Sincerely,

Exeter Finance LLC

Enclosure(s): Retail Installment Contract  
Statement of Account  
Fraudulent Documents

**ATTENTION: Hudiburg Chevrolet/Exeter Finance**

**RE: SSN 447115077 CONSUMER  
CREDIT TRANSACTION Retail Installment Sale Contract  
Deal # 151727 Account Number 1982330**

1. This Affidavit of Fact is **Pursuant to 15 U.S. Code § 1692 (a)(b)** which states that The Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. These abusive practices contribute to the invasions of individual privacy among other things which you **Hudiburg Chevrolet and Exeter Finance** are in violation as I never gave you my information directly;
2. I, a consumer in fact, agree with The Congress to eliminate abusive debt collection practices by debt collectors, and to promote consistent state action to protect consumers like me against debt collection abuses which you are attempting to do **Pursuant to 15 U.S. § Code 1692(e)**;
3. Take Notice that **Pursuant to 15 U.S. Code § 1692a (2)** the term "communication" means the conveying of information regarding a debt directly or indirectly to any person through any medium and in this specific case you **Hudiburg Chevrolet and Exeter Finance** used email, postal service etc. to communicate indirectly with me a consumer who is defined **Pursuant to 15 § U.S. Code 1692a (3)** as any natural person allegedly obligated to pay any debt;
4. Take further notice that I am the true creditor **Pursuant to 15 U.S. Code § 1692a (4)** which clearly states that a creditor is any person who extends credit creating a debt therefore I, a consumer, created the debt via my extension of credit to **Hudiburg Chevrolet and Exeter Finance**;
5. Notice that under **15 U.S. Code § 1605-** Except as otherwise provided in this section, the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges, payable directly or indirectly by the person to whom the credit is extended and are aware that **Hudiburg Chevrolet and Exeter Finance** violated this right as shown in Exhibit (A) as the finance charge is not the sum of all charges.
6. You, **Hudiburg Chevrolet and Exeter Finance**, shall also know that Examples of charges which are included in the finance charge include any of the following types of charges which are applicable as stated **Pursuant to 15 U.S. Code § 1605 (c) Property damage and liability insurance premiums included in finance charge**, charges or premiums for insurance, written in connection with any consumer credit transaction, against loss of or damage to property or against liability arising out of the ownership or use of property, shall be included in the finance charge and are aware that you are in violation as this was not included in the finance charge as seen in Exhibit (b):
7. You are also in violation of **15 U.S. Code § 1605(a)** The finance charge does not include charges of a type payable in a comparable cash transaction (i.e. deposits or monthly payments).
8. You **Hudiburg Chevrolet and Exeter Finance** shall also know that the term debt defined under **15 U.S. Code § 1692a (5)** comprehensively states that it means any alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or

services which are the subject of the transaction are primarily for personal, family, or household purposes;

9. Notice that you are defined as a debt collector **Pursuant to 15 U.S. Code § 1692 (6)** which states that a debt collector is any person who uses any instrumentality of interstate commerce via mail and is engaged in the principal purpose of collecting debt which you are attempting to do by communicating with me without my prior consent in direct violation of **15 U.S. Code § 1692c(a)(1)**;
10. You **Hudiburg Chevrolet and Exeter Finance** are also in violation of **15 U.S. Code § 1692b (2)** which states that you may not state that I a consumer owes any debt. Furthermore, you have attempted to communicate with me on multiple occasion which is a violation of **15 U.S. Code § 1692b(3)**;
11. You are also in violation of **15 U.S. Code § 1692e(2)(A)** by giving false representation of the amount of debt allegedly owed and the false representation or deceptive means to attempt to collect any debt **Pursuant to 15 U.S. Code § 1692e(10)**;
12. Take further notice that **Pursuant to 15 U.S. Code § 1692e(9)** articulates that the use or distribution of any written communication which creates a false impression as to its source, authorization, or approval as you **Hudiburg Chevrolet and Exeter Finance** is stating that someone other than me a consumer in fact, is the creditor when I am the creditor **Pursuant to 15 U.S. Code § 1692a(4)**;
13. I hereby Demand! That you **Hudiburg Chevrolet and Exeter Finance** cease and desist all communication and attempts to collect this alleged debt **Pursuant to 15 U.S. Code § 1692c(c)**;
14. Take further notice that your failure to follow these laws will result in me invoking specified remedies **Pursuant to 15 U.S. Code § 1692c(3)**.

***You have 10 days from the receipt of this notice to cease & desist all communication and remove all negative remarks from all three bureaus or I may seek damages Pursuant to 15 U.S. Code § 1692k(a)(1)(2)(A)(B)(3)(b)(1)(2)(d). Additionally I DO NOT consent to any automated scan response or e- Oscar verification methods.***

#### ***TERMS DEFINED PURSUANT TO 15 U.S. CODE § 1692a***

- 1. The term “communication” means the conveying of information regarding a debt directly or indirectly to any person through any medium.***
- 2. The term “consumer” means any natural person obligated or allegedly obligated to pay any debt.***

## POWER OF ATTORNEY/ARBITRATION AGREEMENT REVOCATION

06/18/2022

HUDIBURG CHEVROLET/ EXETER FINANCE COMPANY  
ATTN: CEO/CFO/RA/Attorney General  
2250 W John Carpenter FWY #100  
Irving TX 7506377

Re: Deal # 151727

Transaction between Mae Mickel L'gna Rushing and Exeter Finance, dated March 04, 2020, involving note and security deed and secured by car property.

To Whom It May Concern:

I Mae Rushing, Affiant, do hereby revoke, rescind, annul, cancel, and extinguish all powers of attorney and powers of transfer, in fact or otherwise, and/or agencies, signed by me/us or otherwise, implied by law or otherwise, with or without my consent and/or knowledge, as it pertains to any and all absolute legal owner and possess title to any and all such property.

I Mae Rushing, hereby revoke any arbitration agreement in this consumer credit transaction

I, Mae Rushing, Natural Person represent myself concerning the car loan transaction which I entered into with Exeter Finance on MARCH,4th, 2020.

I, Mae Rushing, Natural Person have a present right to rescind the transaction for at least the following reason: I was not provided with the type of notice of my right of rescission under the Truth in Lending Act ("TILA"), 15 U.S.C. §1601 et seq., that is required by the Federal Law

1 The Rescission model forms in Regulation Z Appendices H-8 to H-9 are shorter and safer, simply providing:

I WISH TO CANCEL

\_\_\_\_\_  
Car owner's Signature Date 2 See discussion in § 10.6.2.2.





Reserve Board for a refinancing with the same lender. I, Mae Mickel L'gna Rushing reserves all rights to raise additional or alternative grounds for rescission under state or federal law.

I am authorizing my right to rescind this transaction pursuant to 15 U.S.C. §1635, and Regulation Z, 12 C.F.R. §1026.23. This rescission is effective as to all aspects of the transaction, including all documents signed in connection therewith, and automatically and immediately places the parties in the status quo ante, i.e., in their pre-contractual positions, before the transaction was entered into.

You have twenty days after receipt of this letter to return all monies paid by me in this transaction and to take any action necessary to reflect the termination of any security interest created under the transaction. Please be advised that if you do not cancel the security interest and return all consideration paid to me within twenty days of receipt of this letter, you will be responsible for actual and statutory damages pursuant to 15 U.S.C. § 1640(a).

Please provide me with an itemization of the loan disbursements, the loan charges, the current principal balance, and all payments received, so that I can determine the exact amount needed for tender.

If you wish to contact me regarding this matter, I can be reached at 469-578-6405.  
Sincerely,

[Mae Rushing]

#### JURAT

State of Texas County of Dallas On this 11th day of July, 2022, before me, the undersigned notary public, personally appeared Last Name, First Name, proved to me through satisfactory evidence of identification to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief. Rushing, Mae-Mickel L'gna

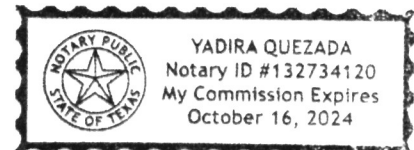
(seal)

Notary Public Signature: Yadira Quezada

Your Name: Yadira Quezada

Address: 6451 E North West Hwy

City, State Zip: Dallas TX 75231



3. The term "creditor" means any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include any person to the extent that he receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt for another.

4. The term "debt" means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.

5. The term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts. For the purpose of section 1692(f)(6) of this title, such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests.

6. The term "location information" means a consumer's place of abode and his telephone number at such place, or his place of employment.

#### JURAT

State of Texas County of Dallas On this 11<sup>th</sup> day of JULY, 2022, before me, the undersigned notary public, personally appeared Last Name, First Name, proved to me through satisfactory evidence of identification to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Rushing, Mae-Miera L'igna

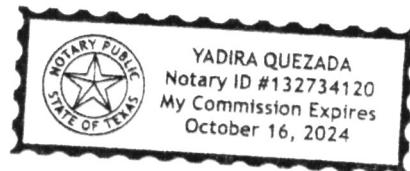
(seal)

Notary Public Signature: Yadira Quezada

Your Name: Yadira Quezada

Address: 4451 E Northwest Hwy

City, State Zip: Dallas TX 75231



## Default and Opportunity to Cure

Mae Rushing  
12500 Merit Dr Apt 6316 Dallas Texas 75251  
to  
CEO of Exeter Finance  
Jason Grubbs 2250 W John Carreter  
Fwy # 100 Irving TX 75

Dear Exeter Finance

You have defaulted by not rebutting my affidavit with an affidavit and I am now granting you the opportunity to cure it by giving me my said remedy in my initial communication. Return all payments made toward this alleged debt and grant me my title lien free.

Failure to comply within 5 days of this notice I will continue and proceed to take legal action and here is what I will be presenting. How you Exeter Finance are in violation of 15 USC 1605 - as the finance charge is the sum of all charges and I was charged a gap fee as well as documentation fee. That is 3 violations alone.

As well as each violation stated in the affidavit of fact which is \$10,000 of actual violations that is in the Fair Debt Collection Practices Act. I will also be seeking \$10,000 for emotional damages and stress that you have caused me and not only myself but my family as well.

You are also in violation of 15 USC  
1625 as well as 15 USC 1632.  
I have all proof and evidence to show  
that you have violated my federally  
protected consumer rights. This is my  
last attempt rectifying this situation.  
If this is not rectified within 15 days  
of this letter I will continue to proceed  
with litigation.

Dashing, Mike-Michael S. Benitez  
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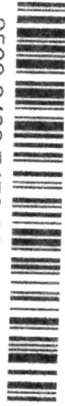
**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ETHEL FINANCE  
8850 W JOHN CARPENTER  
FRY #100  
IRVING TX 75063

9590 9402 7473 2055 3936 55



2. Article Number (Transfer from service label)

7022 0410 0000 1282 8214

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GRUBB JASON WADZ  
2101 W JOHN CARPENTER  
FRY  
IRVING TX 75063



9590 9402 7473 2055 3936 24

2. Article Number (Transfer from service label)

7022 0410 0000 1284 1770

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery 7/14

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7022 0410 0000 1283 8565

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Postmark  
Here

Sent To Exeter - Default and Oplic  
Street and Apt. No., or PO Box No.  
City, State, ZIP+4®

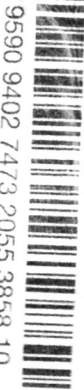
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Exeter Finance  
2050 W John Carpenter  
FWY #100  
Irving TX 75063



9590 9402 7473 2055 3858 10

2. Article Number (Transfer from service label)

7022 0410 0000 1282 8290

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

☐ Agent ☐ Addressee

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained therein are to be used for statistical purposes only and are not to be used for any other purpose. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

## DEFENDANTS

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

CLERK U.S. DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business In This State ☐ 4 ☐ 4
- Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

Cite the U.S. Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

## VI. CAUSE OF ACTION

Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 25,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

## FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE